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13 WESTPORT INSURANCE CORPORATION and  
14 SR CORPORATE SOLUTIONS AMERICA  
15 HOLDING CORPORATION, *erroneously sued as*  
16 SWISS RE CORPORATE SOLUTIONS  
17 AMERICAS HOLDING CORPORATION

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A. VASQUEZ, MICHAEL J. ESTRADA AND  
PATRICIA KANTOR CONWAY

## 1 UNITED STATES DISTRICT COURT

## 2 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

3 WESTPORT INSURANCE  
4 CORPORATION, A MISSOURI  
CORPORATION,

5 Plaintiff,

6 v.

7 VASQUEZ ESTRADA & CONWAY  
8 LLP AND DOES 1-10,

9 Defendants.

10 VASQUEZ ESTRADA & CONWAY  
11 LLP, MICHAEL A. VASQUEZ,  
MICHAEL J. ESTRADA AND  
PATRICIA KANTOR CONWAY,

12 Counter-claimants,

13 v.

14 WESTPORT INSURANCE  
15 CORPORATION, A MISSOURI  
CORPORATION, SWISS RE  
16 CORPORATE SOLUTIONS  
AMERICAS HOLDING  
CORPORATION, A DELAWARE  
17 CORPORATION, AND DOES 1-10,

18 Counter-defendants.

Case No. 3:15-cv-05789-JST

Assigned to: Hon. Jon S. Tigar

STIPULATED PROTECTIVE ORDER

19 Plaintiff and Counter-Defendants, Westport Insurance Corporation and SR  
20 Corporate Solutions America Holding Corporation, erroneously sued as Swiss Re  
21 Corporate Solutions Americas Holding Corporation (collectively referred to here as  
22 “Westport”) and Defendant and Counter-Claimant, Vasquez Estrada & Conway LLP,  
23 Michael A. Vasquez, Michael J. Estrada and Patricia Kantor Conway (collectively  
24 referred to here as “Vasquez”) (together, the “parties”), by and through their respective  
25 counsel of record, hereby stipulate and agree as follows:

26 1. PURPOSES AND LIMITATIONS

27 Disclosure and discovery activity in this action are likely to involve production of  
28 confidential, proprietary, or private information for which special protection from public

disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## 2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1           2.6   Expert: a person with specialized knowledge or experience in a matter  
 2   pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
 3   expert witness or as a consultant in this action.

4           2.7   House Counsel: attorneys who are employees of a party to this action.  
 5   House Counsel does not include Outside Counsel of Record or any other outside counsel.

6           2.8   Non-Party: any natural person, partnership, corporation, association, or  
 7   other legal entity not named as a Party to this action.

8           2.9   Outside Counsel of Record: attorneys who are not employees of a party to  
 9   this action but are retained to represent or advise a party to this action and have appeared  
 10   in this action on behalf of that party or are affiliated with a law firm which has appeared  
 11   on behalf of that party.

12          2.10   Party: any party to this action, including all of its officers, directors,  
 13   employees, consultants, retained experts, and Outside Counsel of Record (and their  
 14   support staffs).

15          2.11   Producing Party: a Party or Non-Party that produces Disclosure or  
 16   Discovery Material in this action.

17          2.12   Professional Vendors: persons or entities that provide litigation support  
 18   services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 19   demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
 20   their employees and subcontractors.

21          2.13   Protected Material: any Disclosure or Discovery Material that is designated  
 22   as "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."

23          2.14   Receiving Party: a Party that receives Disclosure or Discovery Material  
 24   from a Producing Party.

### 25   3.   SCOPE

26          3.1   The protections conferred by this Stipulation and Order cover not only  
 27   Protected Material (as defined above), but also (1) any information copied or extracted  
 28   from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their  
 2 Counsel that might reveal Protected Material.

3 3.2 However, the protections conferred by this Stipulation and Order do not cover  
 4 the following information: (a) any information that is in the public domain at the time of  
 5 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to  
 6 a Receiving Party as a result of publication not involving a violation of this Order,  
 7 including becoming part of the public record through trial or otherwise; and (b) any  
 8 information known to the Receiving Party prior to the disclosure or obtained by the  
 9 Receiving Party after the disclosure from a source who obtained the information lawfully  
 10 and under no obligation of confidentiality to the Designating Party.

11 3.3 Any use of Protected Material at trial shall be governed by a separate  
 12 agreement or order.

#### 13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations  
 15 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in  
 16 writing or a court order otherwise directs. Final disposition shall be deemed to be the later  
 17 of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2)  
 18 final judgment herein after the completion and exhaustion of all appeals, rehearings,  
 19 remands, trials, or reviews of this action, including the time limits for filing any motions  
 20 or applications for extension of time pursuant to applicable law.

#### 21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
 23 Party or Non-Party that designates information or items for protection under this Order  
 24 must take care to limit any such designation to specific material that qualifies under the  
 25 appropriate standards. The Designating Party must designate for protection only those  
 26 parts of material, documents, items, or oral or written communications that qualify – so  
 27 that other portions of the material, documents, items, or communications for which  
 28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
 2 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
 3 to unnecessarily encumber or retard the case development process or to impose  
 4 unnecessary expenses and burdens on other parties) expose the Designating Party to  
 5 sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
 7 designated for protection do not qualify for protection, then that Designating Party must  
 8 promptly notify all other Parties that it is withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
 10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
 11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
 12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic  
 15 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
 16 that the Producing Party affix the legend "CONFIDENTIAL – SUBJECT TO  
 17 PROTECTIVE ORDER" to each page that contains protected material. If only a portion  
 18 or portions of the material on a page qualifies for protection, the Producing Party also  
 19 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
 20 margins).

21 A Party or Non-Party that makes original documents or materials available for  
 22 inspection need not designate them for protection until after the inspecting Party has  
 23 indicated which material it would like copied and produced. During the inspection and  
 24 before the designation, all of the material made available for inspection shall be deemed  
 25 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER." After the inspecting Party  
 26 has identified the documents it wants copied and produced, the Producing Party must  
 27 determine which documents, or portions thereof, qualify for protection under this Order.  
 28 Then, before producing the specified documents, the Producing Party must affix the



1 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” legend to each page that  
 2 contains Protected Material. If only a portion or portions of the material on a page  
 3 qualifies for protection, the Producing Party also must clearly identify the protected  
 4 portion(s) (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in deposition or in other pretrial or trial  
 6 proceedings, the Producing Party may identify on the record, before the close of the  
 7 deposition, hearing, or other proceeding, all protected testimony. However, each  
 8 transcript of testimony shall be considered Protected Material under this Order for thirty  
 9 (30) days after receipt of the transcript by the Producing Party to permit the Producing  
 10 Party to review the transcript and designate any information disclosed therein as Protected  
 11 Material. Thereafter, the transcript will no longer be deemed Protected Material for  
 12 purposes of this Order, except to the extent so designated when the testimony was given  
 13 or in a written notice transmitted to all parties within such period of thirty (30) days.  
 14 Where any portion of a transcript is designated as Protected Material, the Designating  
 15 Party shall, where practicable, inform the reporter precisely which portions of the  
 16 transcript should be marked accordingly.

17 (c) for information produced in some form other than documentary and  
 18 for any other tangible items, that the Producing Party affix in a prominent place on the  
 19 exterior of the container or containers in which the information or item is stored the  
 20 legend “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.” If only a portion or  
 21 portions of the information or item warrant protection, the Producing Party, to the extent  
 22 practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
 24 to designate qualified information or items does not, standing alone, waive the  
 25 Designating Party’s right to secure protection under this Order for such material. Upon  
 26 timely correction of a designation, the Receiving Party must make reasonable efforts to  
 27 ensure that all inadvertently disclosed information is subsequently treated in accordance  
 28 with the provisions of this Order.

1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation  
 3 of confidentiality at any time. Unless a prompt challenge to a Designating Party's  
 4 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
 5 unnecessary economic burdens, or a significant disruption or delay of the litigation, a  
 6 Party does not waive its right to challenge a confidentiality designation by electing not to  
 7 mount a challenge promptly after the original designation is disclosed.

8             6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 9 process by providing written notice of each designation it is challenging and describing  
 10 the basis for each challenge. To avoid ambiguity as to whether a challenge has been made,  
 11 the written notice must recite that the challenge to confidentiality is being made in  
 12 accordance with this specific paragraph of the Protective Order. The parties shall attempt  
 13 to resolve each challenge in good faith and must begin the process by conferring directly  
 14 (in voice to voice dialogue; other forms of communication are not sufficient) within 14  
 15 days of the date of service of notice. In conferring, the Challenging Party must explain the  
 16 basis for its belief that the confidentiality designation was not proper and must give the  
 17 Designating Party an opportunity to review the designated material, to reconsider the  
 18 circumstances, and, if no change in designation is offered, to explain the basis for the  
 19 chosen designation. A Challenging Party may proceed to the next stage of the challenge  
 20 process only if it has engaged in this meet and confer process first or establishes that the  
 21 Designating Party is unwilling to participate in the meet and confer process in a timely  
 22 manner.

23             6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
 24 intervention, the Designating Party shall file and serve a motion to retain confidentiality  
 25 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
 26 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing  
 27 that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
 28 such motion must be accompanied by a competent declaration affirming that the movant



1 has complied with the meet and confer requirements imposed in the preceding paragraph.  
 2 Failure by the Designating Party to make such a motion including the required declaration  
 3 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
 4 designation for each challenged designation. In addition, the Challenging Party may file a  
 5 motion challenging a confidentiality designation at any time if there is good cause for  
 6 doing so, including a challenge to the designation of a deposition transcript or any  
 7 portions thereof. Any motion brought pursuant to this provision must be accompanied by  
 8 a competent declaration affirming that the movant has complied with the meet and confer  
 9 requirements imposed by the preceding paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the  
 11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
 12 harass or impose unnecessary expenses and burdens on other parties) may expose the  
 13 Challenging Party to sanctions. Unless the Designating Party has waived the  
 14 confidentiality designation by failing to file a motion to retain confidentiality as described  
 15 above, all parties shall continue to afford the material in question the level of protection to  
 16 which it is entitled under the Producing Party's designation until the court rules on the  
 17 challenge.

## 18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 20 disclosed or produced by another Party or by a Non-Party in connection with this case  
 21 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
 22 Material may be disclosed only to the categories of persons and under the conditions  
 23 described in this Order. When the litigation has been terminated, a Receiving Party must  
 24 comply with the provisions of section 13 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a  
 26 location and in a secure manner that ensures that access is limited to the persons  
 27 authorized under this Order.  
 28

1           7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
 2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
 3 may disclose any information or item designated "CONFIDENTIAL – SUBJECT TO  
 4 PROTECTIVE ORDER" only to:

5                   (a)    the Receiving Party's Outside Counsel of Record in this action, as  
 6 well as employees of said Outside Counsel of Record to whom it is reasonably necessary  
 7 to disclose the information for this litigation;

8                   (b)    the officers, directors, and employees (including House Counsel) of  
 9 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who  
 10 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11                   (c)    Experts (as defined in this Order) of the Receiving Party to whom  
 12 disclosure is reasonably necessary for this litigation and who have signed the  
 13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14                   (d)    the court and its personnel;

15                   (e)    court reporters and their staff, professional jury or trial consultants,  
 16 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for  
 17 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound"  
 18 (Exhibit A);

19                   (f)    during their depositions, witnesses in the action to whom disclosure  
 20 is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be  
 21 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
 22 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
 23 Protected Material must be separately bound by the court reporter and may not be  
 24 disclosed to anyone except as permitted under this Stipulated Protective Order.

25                   (g)    the author or recipient of a document containing the information or a  
 26 custodian or other person who otherwise possessed or knew the information.

27    8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
 28       OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation that  
 2 compels disclosure of any information or items designated in this action as

3 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification  
 5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or  
 7 order to issue in the other litigation that some or all of the material covered by the  
 8 subpoena or order is subject to this Protective Order. Such notification shall include a  
 9 copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be  
 11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the  
 13 subpoena or court order shall not produce any information designated in this action as  
 14 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” before a determination by  
 15 the court from which the subpoena or order issued, unless the Party has obtained the  
 16 Designating Party’s permission. The Designating Party shall bear the burden and expense  
 17 of seeking protection in that court of its confidential material – and nothing in these  
 18 provisions should be construed as authorizing or encouraging a Receiving Party in this  
 19 action to disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
 21 THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a  
 23 Non-Party in this action and designated as “CONFIDENTIAL – SUBJECT TO  
 24 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection with  
 25 this litigation is protected by the remedies and relief provided by this Order. Nothing in  
 26 these provisions should be construed as prohibiting a Non-Party from seeking additional  
 27 protections.

28

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
 2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
 4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
 6 produced material is subject to a claim of privilege or other protection, the obligations of  
 7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
 8 This provision is not intended to modify whatever procedure may be established in an e-  
 9 discovery order that provides for production without prior privilege review. Pursuant to  
 10 Federal Rule of Evidence 502(d) and (e), the production of a privileged or work-product-  
 11 protected document, whether inadvertent or otherwise, is not a waiver of privilege or  
 12 protection from discovery in this case or in any other federal or state proceeding. For  
 13 example, the mere production of privileged or work-product-protected documents in this  
 14 case as part of a mass production is not itself a waiver in this case or in any other federal  
 15 or state proceeding.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 18 person to seek its modification by the court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
 20 Protective Order no Party waives any right it otherwise would have to object to disclosing  
 21 or producing any information or item on any ground not addressed in this Stipulated  
 22 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
 23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the Designating  
 25 Party or a court order secured after appropriate notice to all interested persons, a Party  
 26 may not file in the public record in this action any Protected Material. A Party that seeks  
 27 to file under seal any Protected Material must comply with Civil Local Rule 79-5.  
 28 Protected Material may only be filed under seal pursuant to a court order authorizing the

1 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a  
2 sealing order will issue only upon a request establishing that the Protected Material at  
3 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under  
4 the law. If a Receiving Party's request to file Protected Material under seal pursuant to  
5 Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the  
6 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise  
7 instructed by the court.

8 13. FINAL DISPOSITION

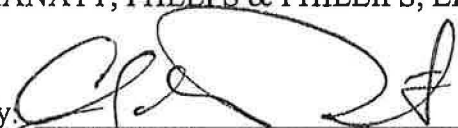
9 Within 60 days after the final disposition of this action, as defined in paragraph 4,  
10 each Receiving Party must return all Protected Material to the Producing Party or destroy  
11 such material. As used in this subdivision, "all Protected Material" includes all copies,  
12 abstracts, compilations, summaries, and any other format reproducing or capturing any of  
13 the Protected Material. Whether the Protected Material is returned or destroyed, the  
14 Receiving Party must submit a written certification to the Producing Party (and, if not the  
15 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or destroyed  
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
18 compilations, summaries or any other format reproducing or capturing any of the  
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
22 work product, and consultant and expert work product, even if such materials contain  
23 Protected Material. Any such archival copies that contain or constitute Protected Material  
24 remain subject to this Protective Order as set forth in Section 4 (DURATION).

25 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
26  
27  
28




1  
2 Dated: May 25, 2016

MANATT, PHELPS & PHILLIPS, LLP

3 By:   
4 Craig J. de Recat  
5 Attorneys for Plaintiffs and Counter-Defendants  
6 WESTPORT INSURANCE CORPORATION  
7 AND SR CORPORATE SOLUTIONS  
8 AMERICA HOLDING CORPORATION,  
9 ERRONEOUSLY SUED AS SWISS RE  
10 CORPORATE SOLUTIONS AMERICAS  
11 HOLDING CORPORATION


12 Dated: May 27, 2016

CARLSON, CALLADINE & PETERSON LLP

13 By:   
14 Don Carlson  
15 Attorneys for Defendants and Counter-Claimants  
16 VASQUEZ ESTRADA & CONWAY LLP,  
17 MICHAEL A. VASQUEZ, MICHAEL J.  
18 ESTRADA AND PATRICIA KANTOR  
19 CONWAY

20 Dated: May 27, 2016

KLINEDINST PC

21 By:   
22 Heather L. Rosing, Esq.  
23 Frank C. Olah, Esq.  
24 Michael Martucci, Esq.  
25 Attorneys for Defendant VASQUEZ ESTRADA  
26 & CONWAY LLP

**PROPOSED ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May 31, 2016

27  
28  
MANATT, PHELPS &  
PHILLIPS, LLP  
ATTORNEYS AT LAW  
LOS ANGELES

STIPULATED PROTECTIVE ORDER

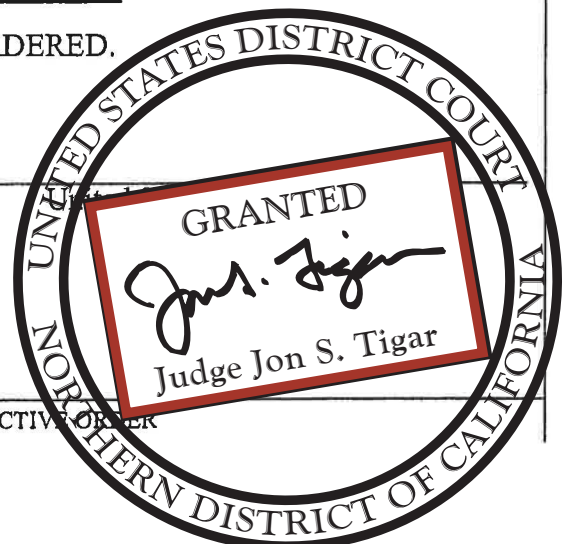


EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issued by  
 the United States District Court for the Northern District of California on \_\_\_\_\_, 2016, in  
 the case of *Westport Insurance Corporation et. al. v. Vasquez, Estrada & Conway LLP*  
*et. al*, Case No. 3:15-cv-05789-JST. I agree to comply with and to be bound by all the  
 terms of this Stipulated Protective Order and I understand and acknowledge that failure to  
 so comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Northern District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action or  
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_